

SALES CONTRACT
No. PP-__-2021-2199

concluded between

the seller: **Družba za upravljanje terjatev bank, d.d. (Bank Asset Management Company – BAMC),**
 Davčna ulica 1, 1000 Ljubljana,
 represented by deputy CEO Robert Rožič
 registration no.: 6339620000, ID for VAT: SI 41251482

and

the buyer: *natural person:*

 _____,
 identification document (identity card or passport):
 personal identification no.: _____,
 tax no.: _____
 bank account no.: _____, opened at bank
 (approved bank account).

legal entity:

 _____,
 represented by _____
 company registration number: _____, tax number/ID for VAT:

 bank account no.: _____, opened at bank _____
 (approved bank account).

as follows:

I. Introductory provisions

Article 1

The seller and buyer hereby agree on the following undisputable facts:

1. that the seller is the exclusive owner of the movable property, i.e. of the Tecnam P92JS aircraft, with registration mark S5-DGU, and serial number 073, (hereinafter also referred to as the “subject of the contract”);
2. that the seller obtained the title to the subject of the contract on _____, based on the Decision on releasing the movable property to the buyer which entered into force on _____;
3. that the subject of the contract is free of all encumbrances;
4. that the seller is in possession of the subject of the contract and that no lease or other agreement exists with regard to the subject of the contract that could in any way encumber the subject of the contract or in any way limit the right of the buyer to the possession of the subject of the contract;
5. that the subject of the contract is parked on the sports airfield in Maribor;
6. that the subject of the contract is currently not in a flying state and so cannot be tested in the air, which the buyer is both aware of and fully agrees with;
7. that the buyer shall buy the subject of the contract as the final (VARIANT: intermediate) buyer;
8. that the buyer was selected as the best bidder in a public call for binding bids for the purchase of the Tecnam P92JS aircraft – DUTB ID 2199 as of _____ (hereinafter referred to as: “the bidding procedure”);
9. that during the bidding procedure the buyer has already paid the bid bond in the amount of EUR 5,000.00;

10. **VARIANT (loan):** that the buyer's commercial bank _____ established in Slovenia or the EU (hereinafter: approved commercial bank in Slovenia or the EU), on _____ 2021 issued a statement in which they confirmed that they had approved (**VARIANT:** by resolution __/__/____ 2021) a purpose-specific long-term loan for the purchase of the subject of the contract, and that following the signing of an agreement securing the pecuniary claim before the selected notary public, they will, within one (1) business day of completion of the mortgage hearing, transfer the amount of EUR _____ under this contract;
11. that the buyer inspected the subject of the contract in the presence of the seller's representative before concluding the contract of sale.

II. Subject of the contract

Article 2

The seller shall, free of any encumbrances, deliver to the buyer for them to own and have in possession the subject of this contract, and the buyer shall buy and accept the ownership and possession of the subject of the contract from point one of Article 1 of this contract.

The buyer hereby declares:

- that they have inspected the subject of the contract in detail and studied all documentation relating to the subject of the contract and relevant facts (here explicitly including the characteristics of the subject of the contract, and all other related circumstances);
- that they are aware that the seller does not know the whole history of the subject of the contract and that they agree with this;
- that they are fully aware of the legal status and actual condition of the subject of the contract, and that in this respect, in particular regarding the findings referred to in Article 1 of this contract and the legal implications of purchasing the subject of the contract, it has obtained advice from an expert it hired for this purpose;
- that the subject of the contract possesses all the required and agreed characteristics and complies with the intended use and purpose pursued by the buyer with this purchase;
- that in light of the above the buyer waives any potential claims against the seller, specifically including those under the title of warranties for any evident or concealed legal and material defects in the subject of the agreement, and the contracting parties agree that these warranties of the seller shall be excluded (the aircraft comes without a warranty).

III. Purchase price

Article 3

The contracting parties hereby declare that they are familiar with the market conditions relating to the prices of the relevant movable property. In light of the above, they agree that the purchase price for the subject of the contract shall be EUR _____, of which 22% VAT shall be paid in the amount of EUR _____. Therefore, the purchase price, including VAT, amounts to EUR _____.

IV. Down payment

Article 4

Within **three (3) days** of this contract being signed by both parties, as a sign that the contract has been concluded, the buyer is required to pay the seller a down payment in the amount of 10% of the purchase price, i.e. EUR _____, to the seller's bank account no. SI56 2900 0005 1319 162, held at UniCredit Banka Slovenija d.d., with ref. no.: SI00 __-2021-2199, purpose of transfer: "Payment of down payment under contract PP-__-2021-2199". This contract shall therefore be deemed to have been concluded when the deposit has been made; failing this, the contract shall be deemed to be cancelled.

The down payment shall bear no interest.

The down payment shall count towards the fulfilment of obligations, i.e. it shall count towards the payment of the purchase price referred to in Article 3 of this contract.

A bid bond in the amount of EUR 5,000.00, which was paid upon the submission of the buyer's bid in the bidding procedure, shall be counted towards the down payment, so that pursuant to paragraph one of this Article the buyer shall only be obliged to pay the remaining amount of EUR _____.

V. Payment of purchase price

Article 5

1. VARIANT (down payment, without loan):

The buyer undertakes to pay the remainder of the purchase price in the amount of EUR _____ to the seller's bank account no. SI56 2900 0005 1319 162, held at UniCredit Banka Slovenija d.d., with ref. no.: SI00 __-2021-2199, stating as the purpose of payment "Payment of the purchase price under contract PP-__-2021-2199", no later than **thirty (30) days** after the signing of this contract.

Payment of the remainder of the purchase price can only be effectively completed by:

- **VARIANT 1 (approved bank account)**: the buyer transferring the funds from an approved bank account,
- **VARIANT 2 (other bank account of buyer)**: the buyer transferring the funds from their bank account not held at a bank established in a country in connection with which there is a high or increased risk of money laundering or terrorist financing, as per the list of countries on the website of the Office of the Republic of Slovenia for the Prevention of Money Laundering.

The seller shall have the right in the event of the buyer failing to fulfil the obligations as set out in the preceding paragraph, to notify the buyer within **ten (10) business days** of receipt of the purchase price, that fulfilment is deemed to be valid.

If the seller rejects the payment of the purchase price that does not comply with the preceding paragraph, it shall return the purchase price to the payer within an additional deadline of **three (3) days**, and shall notify the buyer thereof.

The payment of the purchase price within the agreed deadline shall constitute an essential component of this contract. Therefore, this contract shall be automatically cancelled *ex lege*, with no obligation to request the payment of the purchase price, if the buyer **fails to pay** the purchase price within the agreed deadline and if after the expiry of the deadline the seller does not immediately notify the buyer that it requires the fulfilment thereof. If the purchase price is not paid within the agreed deadlines but the seller chooses to retain the contract in force in accordance with paragraph two of Article 104 of the Code of Obligations and demand its performance, the seller shall be entitled to charge the buyer the applicable statutory default interest.

2. VARIANT (down payment, loan):

The buyer undertakes to pay the remainder of the purchase price in the amount of EUR _____ to the seller's bank account no. SI56 2900 0005 1319 162, held at UniCredit Banka Slovenija d.d., with ref. no.: SI00 __-2021-2199, stating as the purpose of payment "Payment of the purchase price under contract PP-__-2021-2199", no later than **thirty (30) days** after the signing of this contract.

Payment of the remainder of the purchase price can only be effectively completed by:

- **VARIANT 1 (approved bank account)**: the buyer transferring the funds from an approved bank account,
- **VARIANT 2 (other bank account of buyer)**: the buyer transferring the funds from their bank account not held at a bank established in a country in connection with which there is a high or increased risk of money laundering or terrorist financing, as per the list of countries on the website of the Office of the Republic of Slovenia for the Prevention of Money Laundering,
- **VARIANT 3 (bank loan)**: the buyer's commercial bank which is not established in a country in connection with which there is a high or increased risk of money laundering or terrorist financing, as per the list of countries on the website of the Office of the Republic of Slovenia for the Prevention of Money Laundering, provided the buyer has obtained a loan from this bank for the purpose of funding the payment of the purchase price.

The seller shall have the right in the event of the buyer failing to fulfil the obligations as set out in the preceding paragraph, to notify the buyer within **ten (10) business days** of receipt of the purchase price, that fulfilment is deemed to be valid.

If the seller rejects the payment of the purchase price that does not comply with the preceding paragraph, it shall return the purchase price to the payer within an additional deadline of **three (3) days**, and shall notify the buyer thereof.

Since under the contract of sale the purchase price will partly be paid by way of a mortgage loan from the bank, the seller undertakes to deposit, at the request of the buyer or the mortgage creditor, a notarised original of the contract with the notary public before whom the agreement securing the claim will be concluded, no later than one (1) day before the mortgage hearing.

The notary public shall deliver the contract from the preceding paragraph to the buyer immediately after:

- a loan agreement is submitted to the notary public showing that the buyer has been approved a loan at least in the amount of the outstanding part of the purchase price, and specifying that the final outstanding part of the purchase price will be transferred directly to the seller's bank account no. SI56 2900 0005 1319 162, held at UNICREDIT BANKA SLOVENIJA d.d., with ref. no. SI00 __-2021-2199, **on the very same day**, when the mortgage hearing will take place;
- an agreement securing the pecuniary claim is concluded between the buyer and bank in accordance with Article 142 of the Law of Property Code (SPZ) in order to secure the loan;
- the buyer submits to the notary public proof providing evidence that the entire purchase price under this contract has been paid.

In the event that the buyer intends to pay part of the purchase price with their own funds and part with a loan, they shall undertake to inform the seller of the amount of their own funds no later than **five (5) business days** before the mortgage hearing, and to pay these own funds no later than **three (3) business days** before the mortgage hearing.

The payment of the purchase price within the agreed deadline shall constitute an essential component of this contract. Therefore, this contract shall be automatically cancelled *ex lege*, with no obligation to request the payment of the purchase price, if the buyer **fails to pay** the purchase price within the agreed deadline and if after the expiry of the deadline the seller does not immediately notify the buyer that it requires the fulfilment thereof. If the purchase price is not paid within the agreed deadlines but the seller chooses to retain the contract in force in accordance with paragraph two of Article 104 of the Code of Obligations and demand its performance, the seller shall be entitled to charge the buyer the applicable statutory default interest.

The deposit must be made in such a way that, in the event that the notary public does not receive the aforementioned documents by the deposit deadline, the notarised original of this contract held by the notary public is returned to the depositor (the seller).

VI. Possession

Article 6

The seller shall be obliged to deliver the subject of the contract into the possession of the buyer within **fifteen (15) days** of effective payment of the full purchase price, and a delivery and acceptance protocol shall be drawn up by the parties evidencing such a delivery.

By the time the delivery and acceptance protocol is concluded, the seller shall assume all the risks and costs incurred up to that moment. After that, the risks and costs shall be assumed by the buyer.

VII. Costs

Article 7

Each of the contracting parties shall cover their part of the costs relating to the preparation, execution and fulfilment of this contract.

VIII. Responsibility for fulfilment of contract

Article 8

If this contract is not fulfilled, the contracting party responsible for the default shall pay all the costs associated with this contract and the costs of any transactions made hereunder or, in the event of shared responsibility, an amount determined according to the extent of the responsibility for the default of either of the parties.

Notwithstanding the previous paragraph of this Article, the parties agree that if the seller is responsible for the non-fulfilment of the contract before the expiry of the contractual period for the delivery of the subject of the contract and the contract is cancelled, the buyer shall be entitled to reimbursement of all payments already made to the seller under this contract, including the already paid down payment.

Notwithstanding paragraph one of this Article, the parties agree that if **VARIANT legal entity**: the buyer is responsible for the non-fulfilment of the contract before the expiry of the contractual period for the delivery of the subject of the contract, the seller may:

- a) demand the fulfilment of the contract, as far as this is possible, and compensation for damage, while the down payment received may count towards the compensation or is returned to the buyer, or;
- b) withdraw from the contract and keep the down payment received.

Furthermore, the contracting parties agree that, in accordance with the provisions of this contract and all independent actions (interventions, changes), the buyer shall have no right to any claims or reimbursement of investment costs or potential costs relating to the completion or legalisation of the subject of the contract for all past or future investments in the event of termination or invalidity of this contract and all associated appendices.

IX. Representations and warranties

Article 9

On the day of signing and entry into force (unless a different date is stated in one of these representations and warranties), the seller hereby gives the following representations and warranties to the buyer:

- (a) that they are a legally established company existing and organised pursuant to the law under which they were established;
- (b) that they have appropriate contractual capacity to conclude this contract and exercise the rights and fulfil the obligations hereunder;
- (c) that all required corporate activities have been carried out and all internal consents given so that the seller can conclude this contract and fulfil the obligations hereunder;
- (d) that they are the actual and legal owner of the subject of the contract;
- (e) that the subject of the contract has not been pledged, assigned or transferred in any other way, in full or in part, by the seller or its legal predecessor, and that it is free of all encumbrances other than those explicitly stated herein;
- (f) that during the sales procedure they both acquainted the buyer with and submitted all relevant information which was known to them at a given moment, and which refers to the subject of the contract and may in any way impact any future proceedings the buyer gets involved with in relation to the subject of the contract.

On the day of signing and entry into force, the buyer hereby gives the following representations and warranties to the seller:

- (a) **VARIANT legal entity**: that they are a legally established company existing pursuant to the law under which they were established;
- (b) that they have appropriate contractual capacity to conclude this contract and exercise the rights and fulfil the obligations hereunder;
- (c) **VARIANT legal entity**: that all required corporate activities have been carried out and all internal consents given so that the buyer can conclude this contract and fulfil the obligations hereunder;
- (d) that the buyer is not over-indebted, illiquid or in any other way unable to settle their liabilities or insolvent under the law in any jurisdiction;

- (e) that all consents, approvals, notifications or other actions of any person or competent authority which are or were required pursuant to the execution of this contract on the part of the buyer and/or to the carrying out of a transaction hereunder have been obtained or carried out;
- (f) that no proceeding or investigation has been initiated (and that to the best of the buyer's knowledge no such proceeding or investigation has been threatened) before any court, administrative authority, tribunal, or other body or agency in which this contract would be alleged to be null and void or an attempt would be made to prevent the conclusion of this contract;
- (g) **VARIANT legal entity:** that the execution of this contract and the exercise of rights and fulfilment of the obligations of the buyer hereunder will not result in any breach of the buyer's internal acts or other laws or regulations governing the buyer's operations;
- (h) that they have the funds (**VARIANT: loan: guaranteed source of funding**) required for the fulfilment of their obligations hereunder;
- (i) that they are the final buyer of the subject of the contract (**VARIANT: that they are not the final buyer of the subject of the contract, because the final buyer is the company _____ with business address at _____, registration number _____, and tax number _____**).

X. Anti-corruption clause

Article 10

The contracting parties hereby declare that at no time during any phase of the conclusion or execution of this contract did either of the contracting parties offer, provide or promise, or will offer, provide or promise, any undue advantage (e.g. money, gifts, incentives or rewards) to any employee or member of the management or supervisory bodies of the other contracting party for the purpose of:

- obtaining business,
- concluding business under more favourable conditions, or
- omitting due supervision over the implementation of contractual obligations or committing any other act or omission which causes or might cause damage to the other party or by which an employee or a member of the management or supervisory body of the other party is put in a position to obtain an undue advantage.

Any infringement or attempted infringement of this provision shall render the concluded contract null and void. If this contract has not yet been applied, it shall be deemed not to have been concluded.

A contracting party may withdraw from this contract if a reasonable suspicion arises that, before or during the concluding or execution of this contract or in connection therewith, an act of corruption or any other unlawful act was attempted or committed either by persons acting on behalf of the seller or persons affiliated therewith, by persons acting on behalf of the buyer or persons affiliated therewith, or by persons who were or are in any way associated with this transaction, even if they are not signatories to this contract.

The contracting parties agree to act in accordance with the valid version of the ICC (International Chamber of Commerce) rules of conduct and recommendations to combat extortion and bribery in international business transactions for the entire term of this contract, and to ensure that their subcontractors, employees and representatives comply with the applicable version of the ICC rules, as amended from time to time.

On the basis of its own findings on the alleged existence of the factual situation referred to in the first paragraph of this Article or on the basis of a notice received from other authorities, the relevant contracting party shall, in view of that alleged existence, commence with determining the conditions for the nullity of the contract referred to in the preceding paragraph, or with other measures in accordance with the regulations of the Republic of Slovenia.

XI. Data confidentiality

Article 11

All information from this contract, including all information provided directly or indirectly in writing or orally, as well as in any form of electronically forwarded or stored data and copies or duplicates thereof, and all written and oral, indirect or direct actions, circumstances and facts relating to the conclusion and fulfilment of this contract shall be

protected by the contracting parties as strictly confidential and as a trade secret. The contracting parties shall also ensure that absent a prior written consent no such data, actions, circumstances and facts are made available to third parties that are not parties to this contract. This shall also apply to any singular and universal legal successors of either of the contracting parties.

Notwithstanding the first paragraph of this Article, the contracting parties may disclose data from this contract or actions, circumstances and facts relating to the conclusion and fulfilment of this contract,

- (a) if they are required to be disclosed in accordance with the applicable legislation, in line with a request from a court or public authorities;
- (b) if they are in the public domain, unless this is the result of a breach of the contract;
- (c) where this has been agreed by the contract;
- (d) if they are disclosed in court proceedings arising from or relating to the contract or the fulfilment of the obligations under the contract; and/or
- (e) to their auditors, employees, or legal and other professional advisers,

whereby the buyer shall inform the seller in writing without delay prior to such disclosure.

VARIANT (loan): The provisions of the first and second paragraphs of this Article shall not apply to the bank where the buyer is taking out the loan to secure the funds for the payment of the purchase price under this contract.

Notwithstanding the provisions of this Article, the seller reserves the right to compile a report on the sales procedure – a press release containing relevant information about the sale (e.g. date and place of publication of the sale, number and country of origin of potential investors, name of the buyer, and purchase price).

VARIANT (natural persons):

XII. Personal data management

Article 12

The buyer has been explicitly informed that the seller, in their capacity as the data controller, will use and process the buyer's personal data (name and surname, identity card or passport number, address, personal identification number, tax number, bank account number (hereinafter: personal data)) obtained on the basis of this contract for the purposes of concluding and executing this contract, in accordance with this contract and relevant legislation.

The seller will only retain the buyer's personal data for as long as necessary in order to achieve the purpose for which the processing of the data is required, but no more than 20 years after the end of the year which the documentation refers to (pursuant to the provisions of the Value Added Tax Act (ZDDV-1)). Once the data processing is completed, the seller shall delete, destroy or anonymise the buyer's personal data.

Only those of the seller's employees with relevant authorisation may use the aforementioned data.

The buyer shall have the right to request access to their personal data and to rectify, supplement, transfer (where technically feasible), restrict processing of or erase their personal data under the conditions set out by the General Data Protection Regulation No. 2016/679 of 27 April 2016 and in accordance with relevant legislation. The buyer shall also have the right to lodge a complaint with the supervisory authority, i.e. Information Commissioner of the Republic of Slovenia, at the address Zaloška 59, 1000 Ljubljana, Slovenia, tel.: 00 386 (0)1 230 97 30, e-mail: gp.ip@ip-rs.si.

The personal data protection officer at the seller can be contacted at gdpr@dutb.eu.

XIII. Notification

Article 13

The contracting parties shall be obligated to immediately notify each other of any changed or new circumstances that are material to the fulfilment of this contract. All notifications shall be made in writing and sent by registered mail.

XIV. Final provisions

Article 14

The contracting parties shall resolve any disputes arising from or in connection with this contract by agreement. If this is not possible, the competent court in Ljubljana shall have jurisdiction over the matter, unless the exclusive competence of another court is stipulated for a specific type of dispute.

The contracting parties shall agree on any amendments to this contract by means of a written addendum to this contract.

If any of the provisions of this contract is or becomes entirely or partly invalid or unenforceable, or if there is any legal vacuum in this contract, this shall not affect the remaining provisions. The contracting parties agree that where a provision is invalid, unenforceable or non-existent, they shall use a provision that is closest to the purpose and objective of this contract and the will of the contracting parties in its stead.

Article 15

This contract is concluded when it is signed by both contracting parties, and when the condition referred to in paragraph one of Article 4 of this contract is fulfilled.

1. VARIANT (VAT, without loan):

This agreement is executed in duplicate, with each contracting party receiving one (1) counterpart thereof.

2. VARIANT (VAT, loan):

This contract shall be executed in three (3) counterparts of which the seller shall receive all three (3) of them (one (1) is for the seller, one (1) is for the bank granting the loan and one (1) is for the notary public). However, once the conditions agreed herein have been met, the notary public shall deliver one counterpart of this contract to the buyer in accordance with the provisions of Article 5 of this contract.

In _____,

Buyer:

In Ljubljana, _____

Seller:

Družba za upravljanje terjatev bank, d.d.
Robert Rožič
deputy CEO